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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. 22-8.2

WHEREAS, Martin County requires five (5) Utility Easements from certain property owners along the westerly extension of SW Willow Lake Trail for the Cape Live Oak water and sewer extension project in Stuart; and

WHEREAS, each document entitled "Utility Easement" executed by the property owner grants to Martin County a perpetual Utility Easement on the parcels identified in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, Sec. 139.31 and 139.32, General Ordinances, Martin County Code require that any conveyance of an interest in land to Martin County for any public purpose shall be accepted and approved by resolution by the Board of County Commissioners of Martin County.

NOW, THEREFORE, BE IT RESOLVED BY THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, THAT:

Martin County hereby approves and accepts the Utility Easements conveyed by the property owners of parcels identified in Exhibit "A".

DULY PASSED AND ADOPTED THIS 9th DAY OF AUGUST, 2022.

ATTEST:

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY



EXHIBIT "A"

Cape Live Oak Water & Sewer Extension Project SW Willow Lake Trail

Lot	Parcel Control Number
2	55-38-41-421-000-00011-6
3	55-38-41-421-000-00030-3
4	55-38-41-421-000-00040-1
5	55-38-41-421-000-00050-8
6	55-38-41-421-000-00060-6



Inst. # 2977121
Bk: 3332 Pg: 353 Pages: 1 of 2
Recorded on: 8/23/2022 2:42 PM Doc: EAS
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$18.50

This instrument prepared by:
Brigitte Wantz for
Martin County, Real Property
2401 SE Monterey Road
Stuart, Florida 34996

Project Name: Cape Live Oak Utility Easements
Project No: RPM #2606 - Lot 2/Deziel
PCN: 55-38-41-421-000-00011-6

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UTILITY EASEMENT

THIS EASEMENT granted and executed this 25th day of MAY, 2021, by JEFFREY DEZIEL and CINDY DEZIEL, husband and wife, whose mailing address is 240 SW Willow Lake Trail, Stuart, Florida 34997, Grantors, to MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the Grantor, for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an easement for the construction, reconstruction, replacement, operation, maintenance, and repair of utility related equipment, including pipelines and powerline hookups, if required, in, under, over, across, and through the following described land, situate, lying and being in the County of Martin, State of Florida, to-wit:

All of that portion of S.W. Willow Lake Trail (Private Road) that lies within the portion of Lot 2, Cape Live Oak, according to the plat thereof as recorded in Plat Book 7, Page 40, being owned by the Grantors herein by Warranty Deed recorded in Official Records Book 2365, Page 2714, all of the above being recorded in the public records of Martin County, Florida.

AND further, the right of reasonable ingress and egress over and across subject property as is necessary to the Grantee's use of the rights granted herein.

The Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good and lawful authority to grant and convey this easement; that Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, that said land is the homestead premises of the Grantor and that there are no mortgages encumbering the Easement Premises.

Accepted Pursuant to Resolution

No 22-8.2
On 8-9-2022

The Grantor agrees that it will not alter or obstruct or allow the alteration or obstruction of the Easement Premises in any way without the express written consent of the Grantee. Grantee, its contractors, agents and employees shall have free access to the Easement Premises and every part thereof, at all times, for the purpose of exercising the rights granted herein; provided however in making any excavations on the Easement Premises, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground and restore any improvements within such excavation to as near the same condition as it was prior to such excavation as soon as is practicable.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Matthew Baldacci
Print Name Matthew Baldacci

Phillip m. Keathley
Print Name Phillip m. Keathley

Matthew Baldacci
Print Name Matthew Baldacci

Phillip m. Keathley
Print Name Phillip m. Keathley

STATE OF Florida

COUNTY OF Martin

Jeffrey Deziel
JEFFREY DEZIEL, Grantor

Cindy Deziel
CINDY DEZIEL, Grantor

The foregoing Utility Easement was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of May, 2021, by JEFFREY DEZIEL, who ☐ is personally known to me or has produced Florida Driver License as identification and CINDY DEZIEL, who ☐ is personally known to me or has produced Florida Driver License as identification.



William Mondragon
Notary Public, State of Florida
My Commission Expires 02/15/2025
Commission No. HH 93018

William Mondragon
Print Name: William Mondragon
Notary Public, State of: Florida
My Commission Expires: 02-15-2025



This instrument prepared by:
Norman Asbjornsen
for Martin County
2401 SE Monterey Road
Stuart, FL 34996

Project Name: Cape Live Oak Utility Easements
Project No: RPM-2606
PCN: 55-38-41-421-000-00030-30000

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UTILITY EASEMENT

THIS EASEMENT granted and executed this 29 day of May, 2018, by THOMAS R. BOWERS and MARGARET A. BOWERS, as Trustees of the Thomas R. and Margaret A. Bowers Family Trust dated April 26, 2010, whose mailing address is 230 SW Willow Lake Trail, Stuart, Florida 34997, Grantors, to MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the Grantor, for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an easement for the construction, reconstruction, replacement, operation, maintenance, and repair of utility related equipment, including, but not limited to lift stations, pumps, pipelines, fences, structures, and powerline hookups, if required, in, under, over, across, and through the following described land, situate, lying and being in the County of Martin, State of Florida, to-wit:

All of that portion of S.W. Willow Lake Trail (Private Road) that lies within Lot 3, Cape Live Oak, according to the plat thereof as recorded in Plat Book 7, Page 40, pubic records of Martin County, Florida.

AND further, the right of reasonable ingress and egress over and across subject property as is necessary to the Grantee's use of the rights granted herein.

The Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good and lawful authority to grant and convey this easement; that Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Accepted Pursuant to Resolution

No 22-8.2
On 8-9-2022

The Grantor agrees that it will not alter or obstruct or allow the alteration or obstruction of the Easement Premises in any way without the express written consent of the Grantee. Grantee, its contractors, agents and employees shall have free access to the Easement Premises and every part thereof, at all times, for the purpose of exercising the rights granted herein; provided however in making any excavations on the Easement Premises, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground and restore any improvements within such excavation to as near the same condition as it was prior to such excavation as soon as is practicable.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in
the presence of:

WITNESSES:

Ashley Weeks
Ashley Weeks
Print Name

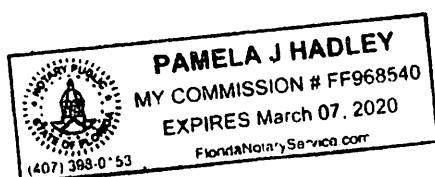
F. Hadley
Francesca Hadley
Print Name

By: Thomas R. Bowers - TRF
Thomas R. Bowers, Trustee

By: Margaret A. Bowers tr
Margaret A. Bowers, Trustee

State of Florida }
County of Martin }

The foregoing Utility Easement was acknowledged before me this 29 day of May, 2018 by Thomas R. Bowers and Margaret A. Bowers, as Trustees of the Thomas R. and Margaret A. Bowers Family Trust dated April 26, 2010. Thomas R. Bowers is () personally known to me or has produced Florida Drivers License as identification and Margaret A. Bowers is ~~not~~ personally known to me or has produced Florida Drivers License as identification. PJH



Pamela J. Hadley
Notary Public



This instrument prepared by:
Brigitte Wantz for
Martin County, Real Property
2401 SE Monterey Road
Stuart, Florida 34996

Project Name: Cape Live Oak Utility Easements/Brownie
Project No: RPM# 2606
PCN: 55-38-41-421-000-00040-1

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UTILITY EASEMENT

THIS EASEMENT granted and executed this 21 day of August, 2021, by JED BROWNIE and JACQUELYN BROWNIE, husband and wife, whose mailing address is 220 SW Willow Lake Trail, Stuart, Florida, 34997, Grantors, to MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the Grantor, for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an easement for the construction, reconstruction, replacement, operation, maintenance, and repair of utility related equipment, including, but not limited to lift stations, pumps, pipelines, fences, structures, and powerline hookups, if required, in, under, over, across, and through the following described land, situate, lying and being in the County of Martin, State of Florida, to-wit:

All of that portion of S.W. Willow Lake Trail (Private Road) that lies within Lot 4, Cape Live Oak, according to the plat thereof as recorded in Plat Book 7, Page 40, public records of Martin County, Florida.

AND further, the right of reasonable ingress and egress over and across subject property as is necessary to the Grantee's use of the rights granted herein.

The Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good and lawful authority to grant and convey this easement; that Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Accepted Pursuant to Resolution

No 22-8.2

On 8-9-2022

The Grantor agrees that it will not alter or obstruct or allow the alteration or obstruction of the Easement Premises in any way without the express written consent of the Grantee. Grantee, its contractors, agents and employees shall have free access to the Easement Premises and every part thereof, at all times, for the purpose of exercising the rights granted herein; provided however in making any excavations on the Easement Premises, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground and restore any improvements within such excavation to as near the same condition as it was prior to such excavation as soon as is practicable.

SIGNATURE PAGE TO FOLLOW


IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered in presence of:

WITNESSES:



Print Name: Tyler Gilberti



Print Name: J P Dutton



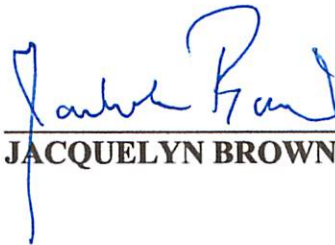
Print Name: Chayanne Ellison



Print Name: Sean Dutton



JED BROWNIE, Grantor



JACQUELYN BROWNIE, Grantor


STATE OF Florida }

COUNTY OF Martin }

The foregoing Utility Easement was acknowledged before me by means of (✓) physical presence or () online notarization, this 21 day of August, 2021, by Jed Brownie and Jacquelyn Brownie. Jed Brownie (✓) is personally known to me or has produced _____ as identification and Jacquelyn Brownie (✓) is personally known to me or has produced _____ as identification.



Jenna Glebe
Comm.: GG 248053
Expires: Aug. 13, 2022
Notary Public - State of Florida


Printed Name: Jenna Glebe
Notary Public, State of: Florida
My Commission Expires: Aug 13, 2022



This instrument prepared by:
Ellen MacArthur for
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Project Name: Cape Live Oak Utility Easements/Venezia
Project No: RPM-2606
PCN: 55-38-41-421-000-00050-8

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UTILITY EASEMENT

THIS EASEMENT granted and executed this 18th day of August, 2020, by WILLIAM A. VENEZIA AND INGRID M. VENEZIA, CO-TRUSTEES OF THE WILLIAM AND INGRID VENEZIA LIVING TRUST, dated July 19, 2017, whose mailing address is 210 S.W. Willow Lake Trail, Stuart, Florida 34997, Grantors, to MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the Grantor, for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an easement for the construction, reconstruction, replacement, operation, maintenance, and repair of utility related equipment, including, but not limited to lift stations, pumps, pipelines, fences, structures, and powerline hookups, if required, in, under, over, across, and through the following described land, situate, lying and being in the County of Martin, State of Florida, to-wit:

All of that portion of S.W. Willow Lake Trail (Private Road) that lies within Lot 5, Cape Live Oak, according to the plat thereof as recorded in Plat Book 7, Page 40 public records of Martin County, Florida

AND further, the right of reasonable ingress and egress over and across subject property as is necessary to the Grantee's use of the rights granted herein.

The Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good and lawful authority to grant and convey this easement; that Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Grantor further warrants that there are no mortgages encumbering the Easement Premises.

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Accepted Pursuant to Resolution

No 22-8.2
On 8-9-2022

The Grantor agrees that it will not alter or obstruct or allow the alteration or obstruction of the Easement Premises in any way without the express written consent of the Grantee. Grantee, its contractors, agents and employees shall have free access to the Easement Premises and every part thereof, at all times, for the purpose of exercising the rights granted herein; provided however in making any excavations on the Easement Premises, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground and restore any improvements within such excavation to as near the same condition as it was prior to such excavation as soon as is practicable.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in
the presence of:

WITNESSES:

Christ Nappi

Christine Nappi
Print Name

Keri Mancinelli

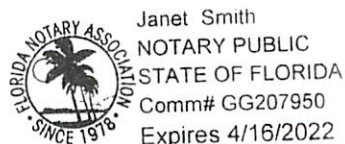
Keri Mancinelli
Print Name

By: William A. Venezia
William A. Venezia, individually and as
Co-Trustee of the William and Ingrid Venezia
Living Trust, dated July 19, 2017

State of Florida }
County of Martin }

The foregoing Utility Easement was acknowledged before me this 18th day of August, 2020 by William A. Venezia, individually and as Co-Trustee of the William and Ingrid Venezia Living Trust; (☒) by means of physical presence or (☐) online notarization is (☐) personally known to me or has produced Florida Drivers License as identification.

Janet Smith
Notary Public



WITNESSES:

Christine Nappi

Christine Nappi
Print Name

Kerri Mancinelli

Kerri Mancinelli
Print Name

By: Ingrid M. Venezia
Ingrid M. Venezia, individually and as
Co-Trustee, of the William and Ingrid Venezia
Living Trust, dated July 19, 2017

State of Florida }

County of Martin }

The foregoing Utility Easement was acknowledged before me this 18th day of August, 2020 by Ingrid M. Venezia individually and as Co-Trustee of the William and Ingrid Venezia Living Trust; (☒) by means of physical presence or () online notarization is () personally known to me or has produced Florida Drivers License as identification.

Janet Smith
Notary Public



Janet Smith
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG207950
Expires 4/16/2022



This instrument prepared by:
Norman Asbjornsen
for Martin County
2401 SE Monterey Road
Stuart, FL 34996

Project Name: Cape Live Oak Utility Easements
Project No: RPM-2606
PCN: 55-38-41-421-000-00060-60000

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UTILITY EASEMENT

THIS EASEMENT granted and executed this 28TH day of DECEMBER, 2016, by JOSEPH A. PISANO and SANDRA L. PISANO, as to a Life Estate: Remainderman in favor of JOSEPH A. PISANO and SANDRA L. PISANO, Co-Trustees under the Pisano Living Trust dated September 7, 2016, whose mailing address is 200 S.W. Willow Lake Trail, Stuart, Florida 34997, Grantors, to MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the Grantor, for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an easement for the construction, reconstruction, replacement, operation, maintenance, and repair of utility related equipment, including, but not limited to lift stations, pumps, pipelines, fences, structures, and powerline hookups, if required, in, under, over, across, and through the following described land, situate, lying and being in the County of Martin, State of Florida, to-wit:

All of that portion of S.W. Willow Lake Trail (Private Road) that lies within Lot 6, Cape Live Oak, according to the plat thereof as recorded in Plat Book 7, Page 40 public records of Martin County, Florida.

AND further, the right of reasonable ingress and egress over and across subject property as is necessary to the Grantee's use of the rights granted herein.

The Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good and lawful authority to grant and convey this easement; that Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

The Grantor agrees that it will not alter or obstruct or allow the alteration or obstruction of the Easement Premises in any way without the express written consent of the Grantee. Grantee, its contractors, agents and employees shall have free access to the Easement Premises and every part thereof, at all times, for the purpose of exercising the rights granted herein; provided however in making any excavations on the Easement Premises, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground and restore any

Accepted Pursuant to Resolution

No 22-8.2
On 8-9-2022

improvements within such excavation to as near the same condition as it was prior to such excavation as soon as is practicable.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in
the presence of:

Joseph A. Pisano and Sandra L. Pisano, as to
a Life Estate; Remainderman in favor of
Joseph A. Pisano and Sandra L. Pisano,
Co-Trustees under the Pisano Living Trust
dated September 7, 2016

WITNESSES:

Bonnie L. Simes
Bonnie L. Simes
Print Name

By: Joseph A. Pisano
Joseph A. Pisano, Individually and Trustee

Silvana Lopes
Silvana Lopes
Print Name

By: Sandra L. Pisano
Sandra L. Pisano, Individually and Trustee

State of FLORIDA }

County of MARTIN }

The foregoing Utility Easement was acknowledged before me this 28TH day of
DECEMBER, 2016 by Joseph A. Pisano and Sandra L. Pisano, as to a Life Estate:
Remainderman in favor of Joseph A. Pisano and Sandra L. Pisano, Co-Trustees under the Pisano
Living Trust dated September 7, 2016. Joseph A. Pisano is () personally known to me or has
produced FLADRNLIC as identification and Sandra L. Pisano is () personally
known to me or has produced FLADRNLIC as identification

Bonnie L. Simes
Notary Public



Bonnie L. Simes
State of Florida
My Commission Expires 03/01/2018
Commission No. FF 92432